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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/655,576	09/04/2003	Guy Bevente	1033-SS00424	6423

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EXAMINER

TAYLOR, BARRY W

ART UNIT PAPER NUMBER

2617

DATE MAILED: 07/28/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

10/655,576

Applicant(s)

BEVENTE ET AL.

Examiner

Barry W. Taylor

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 30 May 2006.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-40 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-40 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

1. Claims 1-4, 7-8, 11-14, 16-17, 21-24 and 29-33 rejected under 35 U.S.C. 103(a) as being unpatentable over Alloune et al (6,615,034 hereinafter Alloune) in view of Plush et al (6,965,764 hereinafter Plush).

Regarding claim 1. Alloune teaches a telecommunications billing system (title, abstract) comprising:

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at least one server configured to interpret at least two file types, the first file type of the at least two file types including subscription data associated with a subscription (item 200 figure 2, col. 5 line 41 – col. 6 line 65), the subscription data identifying a pricing plan (col. 8 lines 9-27), the pricing plan including an allotment of shared telecommunication units for use in connection with at least one of first telecommunications service and a second telecommunications service (col. 8 lines 9-27), the second file type of the at least two file types including a first set of telecommunications service usage data associated with a first telecommunication service (col. 8 lines 9-27);

a customer database configured to store customer information associated with the subscription, the customer information including the subscription data identifying the pricing plan (col. 5 lines 41-52, col. 8 lines 9-27);

a usage database configured to store the first set of telecommunications service usage data and a second set of telecommunications service usage data associated with the second telecommunications service (col. 6 line 25 – col. 8 line 27); and

a billing module configured to access the usage database and configured to access the customer database, the billing module configured to generate billing data utilizing the allotment of shared telecommunications units (col. 8 lines 9-27), the first set of telecommunication service usage data, and the second set of telecommunications service usage data (col. 8 lines 9-27).

However, Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. minute sharing) for groups sharing telecommunication services.

Regarding claims 2, 12 and 22. Alloune teaches the first telecommunications service is a wireless telecommunications service and the second telecommunications service is a long distance service (col. 8 lines 9-27).

Regarding claim 3. Alloune teaches billing formatter (col. 5 lines 15-52).

Regarding claim 4. Alloune teaches error handling (col. 5 lines 53-61).

Regarding claim 7. Alloune teaches the shared telecommunication units are allotted in conjunction with monthly charge (see col. 8 lines 9-27 wherein shared minutes allotted in conjunction with billing period).

Regarding claim 8. Alloune teaches taxes may be applied (col. 8 line 26).

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Regarding claim 11. Alloune teaches a method for providing a shared telecommunications account, the method comprising: receiving order data (col. 8 lines 9-27), the order data identifying a pricing plan, the pricing plan having an associated allotment of shared telecommunications units for use in connection with at least one of a first telecommunications service (see wireline figure 2) and a second telecommunications service (see wireless figure 2); receiving a first set of telecommunications service account data (col. 8 lines 9-27) from a first telecommunications service provider, the first telecommunications service account data associated with the order data and associated with the first telecommunications service (see wireline figure 2); and creating a telecommunications account to provide the allotment of shared telecommunications units (col. 8 lines 9-27), the telecommunications account being associated with the first telecommunications service (see wireline figure 2) and the second telecommunications service (see wireless figure 2).

However, Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing

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minutes thereby providing a more flexible system that allows for customized group billing.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. minute sharing) for groups sharing telecommunication services.

Regarding claim 13. Alloune teaches long distance service (see residential long distance---col. 8 lines 23-24).

Regarding claim 14. Alloune teaches a first set of telecommunication service usage data (see minutes---column 8) from the first telecommunication service provider (see wireless service provider---column 8).

Regarding claim 16. Alloune teaches allocating the shared telecommunication units usage associated with the first telecommunications service (see wireless---column 8) and the second telecommunications service (see wireline---column 8).

Regarding claim 17. Alloune teaches combined invoice (col. 1 lines 18-21).

Regarding claim 21. Alloune teaches a method of providing an invoice to a telecommunications subscriber (col. 8 lines 28-33), the method comprising: receiving an invoice file from a first telecommunications service provider, the invoice file identifying usage of shared telecommunications units (col. 8 lines 9-33) applied in connection with a first telecommunications service (see wireline or wireless figure 2) and a second telecommunications service (see wireline or wireless figure 2), preparing an invoice

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including information from the invoiced file and sending the invoice to a subscriber (col. 8 lines 28-33).

However, Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. minute sharing) for groups sharing telecommunication services.

Regarding claim 23. Alloune teaches first and second services (see wireline and wireless service in abstract and column 8) as well as third, fourth, fifth, etc. (see col. 2 lines 26-29).

Regarding claim 24. Alloune teaches the third service is a local landline telecommunications service (col. 8 line 23---“residential long distance”).

Regarding claims 29-31. Alloune teaches providing customer with electronic or paper bill (col. 8 lines 28-33).

Regarding claims 32-33. Alloune teaches receiving subscription request (col. 8 lines 9-33).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

2. Claims 5-6, 9-10, 15, 20, 25-28 and 34-39 are rejected under 35 U.S.C. 103(a) as being unpatentable over Alloune et al (6,615,034 hereinafter Alloune) in view of Plush et al (6,965,764 hereinafter Plush) further in view of Himmel et al (2003/0045267 hereinafter Himmel).

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Regarding claims 5-6, 20 and 38. Alloune in view of Plush fail to show transferring settlement reports to a provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes to another user having a different service provider.

Regarding claims 9 and 15. Alloune in view of Plush fail to show charging an excess fee when usage minutes exceed threshold.

Himmel discloses that wireless service providers employ a billing system in which customers prepay for a certain number of minutes of airtime each month and when a customer makes a call, minutes of airtime are subtracted from the customer's balance of minutes for the month. Any additional minutes exceeding the customer's prepaid balance are billed separately (0005).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Himmel into the teachings of Alloune and Plush in

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order to allow service providers the ability to charge customer extra when they exceed monthly minutes of airtime.

Regarding claim 10. Alloune in view of Plush fail to show IVR used.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes to another user having a different service provider.

Regarding claims 25-27. Alloune in view of Plush fail to show the third service is calling card, Internet service or cable access.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claim 28 and 39. Alloune in view of Plush fail to show receiving a supplemental invoice file from a second telecommunications service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers (0027 and 0040) wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claims 34 and 37. Alloune in view of Plush fail to show transferring order data associated with the subscription request to a second telecommunications service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers (0027 and 0040) wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claim 35. Alloune teaches a method of establishing a telecommunications service, comprising: receiving order data, the order data identifying a price plan, the price plan including an allotment of shared telecommunications units (see service minutes---column 8), the shared telecommunications units available for use in connection with a first subscriber service (see either wireless or wireline---column 8) and a second subscriber service (see either wireless or wireline---column 8), the first subscriber service being distinct from the second subscriber service (see column 8 wherein wireless distinct from wireline service); establishing an account to include account information in response to receiving the order data, the account associated with the first subscriber service (see wireless minutes---column 8).

Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. minute sharing) for groups sharing telecommunication services.

Alloune in view of Plush fails to show second subscriber service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers (0027 and 0040) wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in

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order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claim 36. Alloune teaches the first telecommunications service is a wireless telecommunications service and the second telecommunications service is a long distance service (col. 8 lines 9-27).

3. Claims 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Alloune et al (6,615,034 hereinafter Alloune) in view of Plush et al (6,965,764 hereinafter Plush) further in view of Meehan (6,556,818).

Regarding claims 18-19. Alloune in view of Plush fail to show third telecommunications service provider.

Meehan teaches a service which a landline telephone user can subscribe, for a fixed fee, to billing coverage for any and all calls placed to a mobile destination (abstract) wherein the third party service provider provides the service (col. 10 lines 26-40).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Meehan into the teachings of Alloune and Plush in order to allow a third service provider the ability to offer fixed fee billing to any and all calls placed to their subscribers.

4. Claim 40 is rejected under 35 U.S.C. 103(a) as being unpatentable over Alloune et al (6,615,034 hereinafter Alloune) in view of Plush et al (6,965,764 hereinafter Plush)

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and Himmel et al (2003/0045267 hereinafter Himmel) further in view of Meehan (6,556,818).

Regarding claim 40. Alloune in view of Plush and Himmel fail to show third telecommunications service provider.

Meehan teaches a service which a landline telephone user can subscribe, for a fixed fee, to billing coverage for any and all calls placed to a mobile destination (abstract) wherein the third party service provider provides the service (col. 10 lines 26-40).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Meehan into the teachings of Alloune, Plush and Himmel in order to allow a third service provider the ability to offer fixed fee billing to any and all calls placed to their subscribers.

Response to Arguments

5. Applicant's arguments with respect to claims 1-40 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Barry W. Taylor, telephone number (571) 272-7509, who is available Monday-Thursday, 6:30am to 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, William Trost, can be reached at (571) 272-7872. The central facsimile phone number for this group is **571-273-8300**.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Group 2600 receptionist whose telephone number is (571) 272-2600, the 2600 Customer Service telephone number is (571) 272-2600.

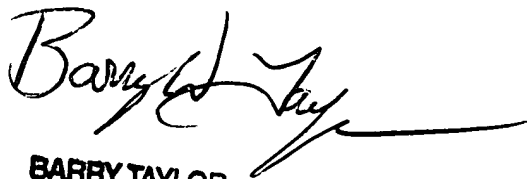
Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for

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published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Centralized Delivery Policy: For patent related correspondence, hand carry deliveries must be made to the Customer Service Window (now located at the Randolph Building, 401 Dulany Street, Alexandria, VA 22314), and facsimile transmissions must be sent to the central fax number (571-273-8300).

Barry W. Taylor
Art Unit 2617



BARRY TAYLOR
PRIMARY EXAMINER